

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE 1	OF 1	PAGES 71
2. CONTRACT NO. N00024-17-C-4414		3. SOLICITATION NO. N00024-16-R-4414		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 01 Jun 2016	6. REQUISITION/PURCHASE NO. SEE SCHEDULE		
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030  TEL: FAX:				CODE N00024		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b>	
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Section L</u> until <u>03:00 PM</u> local time <u>08 Aug 2016</u> (Hour) (Date)	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	
10. FOR INFORMATION CALL:	A. NAME CASEY C NAU
B. TELEPHONE (Include area code) (NO COLLECT CALLS) 2027812146	
C. E-MAIL ADDRESS casey.nau@navy.mil	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR BAE SYSTEMS SAN DIEGO SHIP REPAIR INC. [REDACTED]		CODE 57701	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) [REDACTED] DIRECTOR OF CONTRACTS	
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15B. TELEPHONE NO (Include area code) 619-557-4213	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT [REDACTED]	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)  <b>See Item 7</b>		25. PAYMENT WILL BE MADE BY	CODE
		SCD: A	

26. NAME OF CONTRACTING OFFICER (Type or print) JAMILLAH L. POWELL TEL: 202-781-2040 EMAIL: jamillah.powell@navy.mil		27. [REDACTED] (Signature of Contracting Officer)	28. AWARD DATE 09-Nov-2016
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Accomplishment of USS New Orleans FFP	1	Lot	(b) (4)	(b) (4)

To include Personnel Berthing Barge Support  
 PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS ONBOARD  
 USS NEW ORLEANS (LPD 18) DURING FY17 DRY-DOCKING SELECTED  
 RESTRICTED AVAILABILITY (DSRA) (Non-prorated WIs – See attachment J-4 for  
 list)

The Contractor shall prepare for and accomplish repair and alterations during the Dry-  
 Docking Selected Restricted Availability (DSRA) onboard USS New Orleans (LPD 18)  
 as specified in the statement of work provided herein and in accordance with standard  
 items, work item specification package SSP TPPC-LPD18-SWRMC17-CN01 drawings,  
 test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes

A and C

FOB: Destination

PURCHASE REQUEST NUMBER: (b) (4)

NET AMT

(b) (4)

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 FFP				(b) (4)

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

NET AMT

(b) (4)

ACRN AD

CIN (b) (4)

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	Funding for CLIN 0001				(b) (4)
Number					
000102	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER				(b) (4)
				NET AMT	(b) (4)
	ACRN / AF				(b) (4)
	CIN				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	DATA	1	Lot		NSP
Number					
0002	FFP				
	CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ALL CLINs, INCLUDING OPTION CLINs, IF EXERCISED				
	The data to be furnished hereunder shall be prepared and submitted in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached hereto. The CDRLs form a part of the schedule of this solicitation.				
	Not Separately Priced (NSP). See Notes A and C				
	FOB: Destination				
	PURCHASE REQUEST NUMBER				(b) (4)
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	Accomplish USS New Orleans DSRA	1	Lot	(b) (4)	(b) (4)
Number					
0003	FFP				

PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS ONBOARD  
USS NEW ORLEANS (LPD 18) DURING FY17 DRY-DOCKING SELECTED  
RESTRICTED AVAILABILITY (DSRA) (OMN WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS New Orleans (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package SSP TPPC-LPD18-SWRMC17-CN01 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A and C

FOB: Destination  
PURCHASE REQUEST NUMBER (b) (4)

NET AMT

AC (b) (4)  
CIN (b) (4)

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	Accomplish USS New Orleans DSRA	1	Lot	(b) (4)	(b) (4)
Number					
0004	FFP				

PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS ONBOARD  
USS NEW ORLEANS (LPD 18) DURING FY17 DRY-DOCKING SELECTED  
RESTRICTED AVAILABILITY (DSRA) (OPN WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS New Orleans (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package SSP TPPC-LPD18-SWRMC17-CN01 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A and C

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

NET AMT

(b) (4)

ACRN AC  
CIN: (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	Accomplish USS New Orleans DSRA	1	Lot	(b) (4)	(b) (4)
Number					
0005	FFP				

PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS ONBOARD  
USS NEW ORLEANS (LPD 18) DURING FY17 DRY-DOCKING SELECTED  
RESTRICTED AVAILABILITY (DSRA) (Prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS New Orleans (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package SSP TPPC-LPD18-SWRMC17-CN01 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A and C  
FOB: Destination (b) (4)  
PURCHASE REQUEST NUMBER (b) (4)

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NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	Funding for CLIN 0005				(b) (4)
Number					
000501	FFP				

FOB: Destination (b) (4)  
PURCHASE REQUEST NUMBER (b) (4)

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NET AMT (b) (4)

ACRN AD (b) (4)  
CIN (b) (4)

NET AMT

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	SPAWAR Work Items	1	Lot	(b) (4)	(b) (4)
Number					
0007	FFP				

OPTION Work Items: 980-90-001

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	SPAWAR Work Item	1	Lot	(b) (4)	(b) (4)
Number					
0008	FFP				

OPTION Work Items: 980-90-002

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

NET AMT

(b) (4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	SPAWAR Work Item	1	Lot	(b) (4)	(b) (4)
Number					
0009	FFP				
OPTION	Work Items: 980-90-003				
The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.					
See Notes A, B, & C.					
FOB: Destination					
PURCHASE REQUEST NUMBE		(b) (4)			
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	SPAWAR Work Item	1	Lot	B (4)	B (4)
Number					
0010	FFP				

OPTION Work Items: 980-90-005

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination  
PURCHASE REQUEST NUMBER: B (4)

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NET AMT B (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	SPAWAR Work Item	1	Lot	B (4)	B (4)
Number					
0011	FFP				

OPTION Work Items: 980-90-009

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination  
PURCHASE REQUEST NUMBER: B (4)

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NET AMT B (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	SPAWAR Work Item	1	Lot	(b) (4)	(b) (4)
Number					
0012	FFP				
OPTION	Work Items: 980-90-012				
The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.					
See Notes A, B, & C.					
FOB: Destination					
PURCHASE REQUEST NUMBER: (b) (4)					
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	NAV MED Work Item	1	Lot	(b) (4)	(b) (4)
Number					
0013	FFP				

OPTION Work Items: 980-90-014

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	NSWC DAHLGREN Work Item	1	Lot	(b) (4)	(b) (4)
Number					
0014	FFP				

OPTION Work Items: 980-90-011

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
CLIN	NAVSEA (PMS317) Work Items	1	Lot	(b) (4)	(b) (4)
Number					
0015	FFP				

OPTION Work Items: 493-90-001 & 980-90-006

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination  
PURCHASE REQUEST NUMBER: (b) (4)

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NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	NAVSEA (PMS443) Work Item	1	Lot	(b) (4)	(b) (4)
Number					
0016	FFP				

OPTION Work Items: 980-90-004

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination  
PURCHASE REQUEST NUMBER (b) (4)

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NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
CLIN	TYCOM Option Item (Out of Port -	1	Lot		
Number	Barge)				
0017	FFP				

OPTION Work Items: 992-11-008

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination  
PURCHASE REQUEST NUMBER: [REDACTED]

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NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	TYCOM Option Items	1	Lot	(b) (4)	(b) (4)
Number					
0018	FFP				

OPTION Work Items: 854-11-002, 857-11-003, 992-21-002, 992-31-002, & 993-31-002

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination

PURCHASE REQUEST NUMBER (b) (4)

NET AMT

(b) (4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		AMOUNT
CLIN	NAVAIR Option Item	1	Lot		
Number					
0019	FFP				

OPTION Work Items:437-90-001

The Contractor shall prepare for and accomplish repair and alterations during the Dry-Docking Selected Restricted Availability (DSRA) onboard USS NEW ORLEANS (LPD 18) as specified in the statement of work provided herein and in accordance with standard items, work item specification package Attachment J-1 drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Notes A, B, & C.

FOB: Destination

PURCHASE REQUEST NUMBER

NET AMT

**NOTE A:** FIXED SHIP REPAIR LABOR AND MATERIAL BURDEN RATES FOR GROWTH AND NEW WORK

**SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)**

- The Contractor's fully loaded ship repair labor rate will be used for negotiating growth and new work to be performed under this contract. The contractor agrees that the number of man hours included in its price proposal for contract modifications shall include only direct production man hours. For these purposes, direct production man-hours are for skilled labor at the journeyman level expended in direct production including but not limited to the following functions:

- Abrasive cleaning/blasting
- Fire Watch
- Welding
- Burning
- Brazing
- Carpentry
- Machinists (inside and outside)
- Electrical Work
- Electronic Work
- Engineering
- Design Support
- Lagging
- Ship-fitting
- Boiler-making
- Painting
- Sheet-metal Work

Pipefitting  
 Rigging  
 General Labor  
 Staging/Scaffolding  
 Diesel Mechanics

2. The fully burdened ship repair labor rate proposed by the contractor listed in paragraph 1 above shall include all costs associated with support functions (whether charged directly or indirectly by the offeror's accounting systems) provided in support of the direct production man hour functions listed in paragraph 1 above. Support functions shall be considered to be included in the offeror's fully burdened ship repair labor rate for direct production man hours. Labor hours for the below support functions shall not be separately proposed. Support functions include, and are not limited to, those types listed below:

Testing  
 Quality Assurance  
 Execution Planning  
 Cleaning (except tank cleaning)  
 Supervision  
 Security  
 Surveying  
 Administration  
 Transportation  
 Purchasing Staff  
 Lofting  
 Other indirect support  
 Material handling & Warehousing  
 Safety/Environmental

3. The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages, overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit. The fully burdened ship repair labor rate represents a blended rate including labor transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
4. Consumable materials are goods used in the ordinary course of work performance such as office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, welding rods, paint buckets, paint brushes, protective clothing, etc. that are consumed/used in the process of repair and do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor's fully burdened ship repair labor rate and not separately priced.
5. Physical materials are goods that become an integral part of the repaired vessel in the course of the repair, such as equipment, replacement steel, pipes, paint, and fasteners. The material burden rates apply to physical materials but not to consumable materials. The material burden rate will be applied to the actual cost of the physical material. Actual cost does not include handling charges, general and administrative cost, overhead, profit, or any other indirect cost.
6. For contract changes involving subcontractors, subcontractor quotes will be treated as Other Direct Costs (ODCs) and will be subject to the contract material burden rate shown in paragraph (7) below. Subcontractor quotes must be competitively acquired and submitted with the contractor's Change Order Price Analysis (COPA) in response to a Request for Contract Change (RCC) issued by the Contracting Officer. At no time will the proposed total to be performed by the prime contractor combined with subcontractor quote, material quote, and applicable burdens be allowed to cost more than it would have, had the prime contractor directly provided all material and labor. The proposed total pricing restriction addressed in the preceding sentence does not apply in any case where the work is required to be performed by Original Equipment Manufacturers (OEMs) and Government directed subcontractors.

7. The contract fixed fully burdened ship repair labor rate and material burden rate are shown below. These fixed rates shall be used for negotiating growth and new work during the entire availability regardless of how many labor hours and material dollars are procured and negotiated.

Fully burdened Ship Repair Labor Rate	(b) (4)
Material Burden Rate	(b) (4)

**NOTE B:** Option item to which the option clause FAR 52.217-7 applies and which is to be supplied only if and to the extent said option is exercised.

**NOTE C: GROWTH RESERVATION**

The growth reservation manhours and material dollar requirements listed in the individual Work Items are a part of this contract under the original solicitation and award. The manhour reservation shall include both prime contractor and subcontractor efforts. The balance of hours and material remaining in the reservation items after negotiations have concluded, and when it is evident that no additional work will be tasked, is subject to a decrease change order. Only actual production manhours expended will be considered towards the contractor's obligation to provide the defined reservation manhour effort. While supervision, quality assurance, and other nonproduction labor should be included in the pricing for reservation items in the original bid, they shall not count towards satisfying the contractor's obligation to provide reserved manhours. The manhour reservation shall not include any allowance for technical representatives or for any other Government directed source unless specifically addressed in the individual Work Item. Material dollars shall be based on actual costs to the Contractor of acquiring the materials provided. Material dollars may include freight or duties which would be reflected on the invoice for the material. The Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the actual cost of materials expended toward the reservation. The information received in the consolidated final report required by Section C Paragraph 6 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all reservation Work Items. The reservations listed in the individual Work Items are not to be considered Time and Material or a Level of Effort. Once the scope of work for a task has been listed and a mutually agreeable number of manhours or materials has been agreed to, neither party will be entitled to an adjustment based on actual manhours or material dollars required. Each task shall receive approval by, the Navy Project Manager and the Administrative Contracting Officer (ACO).

**CLAUSES INCORPORATED BY FULL TEXT**

**HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

## Section C - Descriptions and Specifications

USS NEW ORLEANS FY17 DSRA SOW

## 1. GENERAL REQUIREMENTS

- 1.1 The Contractor under the direction of the Regional Maintenance Center (RMC) and as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) and provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repair and alteration of the FY17 USS NEW ORLEANS (LPD 18) DSRA in accordance with the requirements stated in this Section, the Work Item Specifications and Work Item Plans, Drawings, and Other References, the Delivery Schedule, and all other terms and conditions set forth in this contract. Category I NAVSEA FY16 Standard Items through CHG 2 identified under Attachment J-1 are applicable to all items without further reference. Category II NAVSEA FY16 Standard Items through CHG-2 are applicable when invoked and/or referenced in individual work items specified in Attachment J-1.

NAVSEA Standard items may be found at:

<http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI.aspx>

- 1.2 The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in work item specifications, and for accomplishment of production work.
- 1.3 The Contractor shall provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alteration of FY17 USS NEW ORLEANS (LPD 18) DSRA within the availability dates herein.
- 1.4 INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS - The Contractor shall formally present its Integrated Production Schedule to the Navy Supervisory Authority at the Work Package Execution Review (WPER), Start Availability, 25% Complete conference, 50% Complete conference and 75% complete conference. The Integrated Production Schedule shall include Alteration Installation Team (AIT), Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at minimum, the following information:
- 1.4.1 The Contractor's most recent, Government approved, Integrated Production Schedule created in full compliance with Standard Item 009-60.
  - 1.4.2 The Contractor's current progress in preparing for and/or executing the Availability in accordance with its Integrated Production Schedule. The Contractor shall provide an explanation and mitigation plan for any preparation or execution delays in comparison to its Integrated Production Schedule.
    - 1.4.2.1 The contractor's plan shall describe opportunities for schedule acceleration and potential risks and mitigations to remaining schedule attainment.

- 1.5 Wherever the term "Job Order" is used in this solicitation/award, it also means "Contract."

- 1.6 The Contractor shall report and recommend corrective action during contract performance for those

deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR). The Contractor's conditions found reporting shall be in accordance with that set forth in Standard Item 009-01.

1.7 The Navy may send a site inspection team to perform an inspection of the contractor's facility prior to arrival of the vessel

1.8 **GOVERNMENT FURNISHED MATERIAL:** Government Furnished Material (GFM) cited in the solicitation will be shipped to the contractor's facility. The successful offeror is to coordinate delivery of Government Furnished Material with the Project Manager. Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator. GFM will be listed in paragraph 5 of the Work Item(s).

1.9 **QUALITY ASSURANCE**

1.9.1 **QUALITY ASSURANCE PROGRAM** - The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its rights under Clause 252.217-7005, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.

1.9.2 **Quality Assurance Surveillance Plan (QASP)** - The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-5. There will be monetary deductions based on unfavorable contractor performance as stated in the QASP. There is no maximum dollar limit to the deductions which can be assessed against the Contractor for failing to meet the performance/acceptable quality level requirements.

1.10 **REQUEST FOR CONTRACT CHANGES (RCC) TIMELINE** - The contractor shall provide all Change Order Price Analysis (COPA) proposals in response to Request for Contract Changes (RCC) within three business days. If circumstances arise where the contractor is unable to submit a COPA within three business days, the contractor shall notify the Government in writing of the specific circumstances and provide a date on which a COPA will be submitted. The contractor's timeliness in submitting COPAs in response to RCCs will be evaluated in CPARS and utilized for past performance ratings on future proposal evaluations. Notification of late submission of COPA does not exempt the contractor from meeting the three business day requirement, but will be considered by the Government when conducting a CPARS evaluation.

1.11 **AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER** – No order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any

change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

1.12 NAVY MAINTENANCE DATABASE (NMD): The Contractor shall use NMD for the submission of Condition Found Reports throughout the administration of this contract.

1.13 ORGANIZATION CHART AND EMPLOYEE ROSTER:

1.13.1 ORGANIZATION CHART - Within 30 days of contract award, submit a chart detailing each management, technical, engineering and production position from the highest company level to the lowest supervisory level. Include descriptions of each position describing the duties, responsibilities, authority and names of the individuals filling the positions. The organizational chart must represent the facility that will perform the work.

1.13.2 EMPLOYEE ROSTER: After receipt of award and prior to starting work aboard the vessel, the contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ship via the NSA Security Office. The list should be on company letterhead, include each employee's name and security clearance when required, and bear the signature of a company official.

2. LOCATION: Government facilities are not available for this requirement. All work shall be completed at the contractor's facilities.

2.1 DRYDOCK CERTIFICATION - The dry-docking of all vessels shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009.

3. SCHEDULE: USS NEW ORLEANS must be delivered, mission-ready, no later than 09 March 2018.

3.1: MILESTONES: In addition to the contract completion date of 09 March 2018, the Government has established execution dates for the following milestones:

EVENT	A + DAY	DATE	WEEKDAY	REMARKS
AVAIL START DATE	***	***	***	***
CREW MOVE ASHORE COMP	***	***	***	***
TRANSIT SHIP TO KTR FACILITY	***	***	***	***
20% OPEN/INSPECT COMPLETE	***	***	***	***
25% CONFERENCE	***	***	***	***
50% CONFERENCE	***	***	***	***
COMBAT SYSTEMS PCD (CSPCD)	***	***	***	***
HABITABILITY WORK COMPLETE	***	***	***	***
CREW MOVE ABOARD COMP	***	***	***	***
COMBAT SYSTEMS LIGHT OFF (CSLO)	***	***	***	***
LAN MIGRATION	***	***	***	***
75% CONFERENCE	***	***	***	***

EVENT	A + DAY	DATE	WEEKDAY	REMARKS
ENGINEERING PLANT PRODUCTION COMPLETION DATE (PCD) (Key Event)	***	***	***	***
LIGHT OFF ASSESSMENT (LOA)	***	***	***	***
ENGINEERING HOT PLANT TESTING START	***	***	***	***
DOCK TRIALS COMP (Key Event)	***	***	***	***
FAST CRUISE COMP (Key Event)	***	***	***	***
SEA TRIALS COMPL (Key Event)	***	***	***	***
TRANSIT SHIP TO NAVSTA	***	***	***	***

3.1.1 - \*\*\*Offerors (Prime Contractors) shall contact the Procuring Contracting Officer, Jamillah Powell at [jamillah.powell@navy.mil](mailto:jamillah.powell@navy.mil) and the Contract Specialist, LCDR Bran Sherman at [bran.sherman@navy.mil](mailto:bran.sherman@navy.mil) to receive the established dates, included as Attachment J-3. These milestones will not be distributed publicly on FBO.

3.1.2 - If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).

3.1.3 - The Contractor shall schedule the performance of all items in the USS NEW ORLEANS DSRA work package, including work items included as both Base and Option items, so as to permit a contract scope increase up to 172,392 "hours" and \$2,761,733 in "material" to be performed as "Additional Requirements" (including growth and new work). "Material," as defined for the application of this paragraph, is defined as physical deliverable materials, exclusive of prime and subcontractor labor. "Hours," as defined for the application of this paragraph is to include both prime and subcontract labor hours. The contractor agrees that these Additional Requirements, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting the Key Events/Milestones included in Attachment J-3 Execution Milestones, or impacting, accelerating, or causing delay or disruption to any other Government contract, and/or to any other work in progress for the Government.

The "Additional Requirements," if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

- No more than 75% of the hours or material following the 25% schedule point the availability (as measured in days between the "Start Availability" and "End of Availability" milestones in Attachment J-3).
- No more than 50% of the hours or material following the 50% schedule point the availability (as measured in days between the "Start Availability" and "End of Availability" milestones in Attachment J-3).
- No more than 25% of the hours or material following the 75% schedule point the availability (as measured in days between the "Start Availability" and "End of Availability" milestones in Attachment J-3).

3.2. DELAYS / DISRUPTIONS: The contractor shall coordinate the work effort with the NSA Project Manager on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight (8) hours. These disruptions are considered normal rather than unusual



occurrences during the performance of tasks ordered under this contract. If, during contract performance, delays greater than those indicated above are encountered, the Contractor shall immediately verbally notify the Project Manager and Contracting Officer, followed by a written statement within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, action taken to minimize impact, and the names of the Government person(s) contacted.

**3.3 - SCHEDULE AND ASSOCIATED REPORTS:** The proposed scheduling of work, resources, key events and milestones submitted by the Contractor in accordance with Standard Item 009-60 during the course of contract performance shall not be materially different from the Schedule and Associated Reports provided in the Contractor's technical proposal.

**3.4 MILESTONES FOR CERTAIN REPORTS:** The contractor shall complete the necessary work associated with the following reports and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item no later than A+79:

<b>Work Item</b>	<b>Description</b>	<b>Report Paragraph Number</b>	<b>Report Type</b>
110-11-001	Underwater Hull Inspection and Repair; accomplish	3.3	Visual
123-11-001	Vacuum, Collection, Holding and Transfer (VCHT) and Waste Water Tank; repair and preserve	3.3	Visual
123-11-002	Fuel Oil Tank; inspect, repair, and preserve	3.1	Visual
123-12-001	JP-5 Storage Tank; inspect and preserve	3.1	Visual
123-14-001	Potable Water Tank; inspect, repair and preserve	3.2	Visual
123-14-002	Jacket Water Holding Tank; inspect and preserve	3.1	Visual
123-14-003	Water Mist Fire Extinguishing Storage Tank; inspect and and preserve	3.1	Visual
123-15-001	Lube Oil Sump Tank; repair	3.1	Visual
123-15-004	Lube Oil Storage Tank; repair	3.1	Visual
123-15-006	Lube Oil Storage Tank; repair	3.1	Visual
123-16-001	Ballast Tanks; inspect and preserve	3.1	Visual
123-16-002	Ballast Tank; inspect, repair and preserve	3.1	Visual
123-16-004	Seawater Ballast Tanks; inspect and preserve	3.1	Visual
123-16-006	Salt Water Ballast Tank; inspect and preserve	3.1	Visual
123-17-003	Contaminated Oil and Waste Water Tank; inspect and preserve	3.1	Visual
123-17-004	Synthetic Oil Drain Tank; inspect and preserve	3.2	Visual
123-17-005	Fuel Oil Leak Off Collection Tank; inspect and preserve	3.2	Visual
123-17-006	Fuel Oil Leak Off Collecting Tank; inspect and preserve	3.2	Visual
123-18-003	Mogas Tank and Cofferdam; inspect, repair and preserve	3.1 & 3.6	Visual
233-11-003	Main Propulsion Diesel Engine (MPDE) Foundation Bolt and Chock; repair	3.3 & 3.4	Inspection, Material Compliance, Dimensional, NDT Results
233-11-004	Main Propulsion Diesel Engine (MPDE) Flexible Coupling (1A); repair	3.4, 3.5.1-3.5.7, 3.6 & 3.7	Visual, Match Marks, Alignment & Op-test
233-11-005	Forward Main Propulsion Diesel Engine (MPDE) Intercooler;	3.4 & 3.4.4	Inspection and

	inspect, clean and replace		Pressure Test
233-11-008	AFT Main Propulsion Diesel Engine (MPDE) Intercooler; clean and inspect	3.4 & 3.4.4	Inspection and Pressure Test
233-12-003	Main Propulsion Diesel Engine (MPDE) Foundation Bolt and Chock; repair	3.3 & 3.4	Inspection, Material Compliance, Dimensional, NDT Results
233-14-003	Main Propulsion Diesel Engine (MPDE) Foundation Bolt and Chock; repair	3.3 & 3.4	Inspection, Material Compliance, Dimensional, NDT Results
243-10-001	Main Strut Rope Guard; repair	3.1	Visual
243-11-001	Starboard Outboard Propulsion Shafting and Waterborne Bearing; inspect and repair	3.5, 3.6, 3.12, 3.13, & 3.14	Measure, NDT
243-11-005	Port Outboard Propulsion Shafting and Waterborne Bearing; inspect and repair	3.5, 3.6, 3.12, 3.13, & 3.14	Measure, NDT
245-11-001	Controllable Pitch Propeller (CPP) Starboard Valve Rod and Hub Components; repair and replace	3.6.3 & 3.6.4	Visual, NDT
245-11-004	Controllable Pitch Propeller (CPP) Starboard Blades; inspect and repair	3.5	Visual, NDT
245-12-001	Controllable Pitch Propeller (CPP) Port Valve Rod and Hub Components; repair and replace	3.6.6 & 3.6.4	Visual, NDT
245-12-004	Controllable Pitch Propeller (CPP) Port Blades; inspect and repair	3.5	Visual, NDT
311-24-011	Number 4 Ship's Service Diesel Generator (SSDG) Overhaul; accomplish	3.5.4, 3.5.5, 3.6.1, 3.6.2, 3.7.1, 3.10.1, 3.14.3 & 3.15.2	Visual, NDT, Dimensional Results
562-11-001	Starboard Rudder, Structure, Rudderstock, Pintle, Rudder Bearing and Seal; inspect, repair and test.	3.12.3-3.12.6, 3.13.1 & 3.14.4	Inspect, Measure
562-11-003	Port Rudder, Structure, Rudderstock, Pintle, Rudder Bearing, and Seal; inspect, repair and test	3.15.3-3.15.6 & 3.16.1	Inspect, Measure
631-31-001	Underwater Hull; preserve	3.1	Visual

#### 4. SAFETY:

4.1 SAFETY INSPECTOR / FIRE MARSHALL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshall who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshall shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.

4.2 PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:

(a) Protective hard hats that meet the following specifications:

(1) Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated to be equally effective.

(2) Protective helmets purchased before July 5, 1995 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1-1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]

(b) Approved type Plano or prescription glasses meeting the following specifications:

(1) Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.

(2) Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.133 Protective eye and face devices.]

(c) Safety toe shoes, with built-in protective toe box that meet the following specifications:

(1) Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41-1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.

(2) Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.136 Protective eye and face devices.]

**4.3 BLACK OXIDE COATED THREADED FASTENERS (BOCTFs):** Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.

## 5. OTHER REQUIREMENTS

**5.1 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S)** - The possession and use of portable electronic devices (PED's) within the confines of any naval vessel, or in the contractor's facility where equipment removed from the vessel is being worked, is strictly controlled. Cellular phones with digital imaging capabilities are strictly prohibited. PED's may not be connected to any Navy-owned or controlled network. PED's may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the Naval Supervising Activity (NSA). PED's include:

- mobile computing devices such as personal digital assistants (PDA's);
- hand-held or laptop computers;
- mobile telephone devices such as data-enabled cellular telephones;
- two-way pagers, including those with e-mail capability;
- analog and digital sound recorders; and
- digital cameras, including cellular phones with digital imaging capabilities.

**5.2 NON SMOKING POLICY** - For bidding purposes, contractors are advised that in light of the Navy's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy.

**5.3. CITIZENSHIP REQUIREMENTS** - The contractor shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the Bid Opening Date

prescribed, for verification of all U. S. Citizens. Prospective offerors shall refer all questions pertaining to the above to SWRMC, Security Manager .

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-1-0007 PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (FEB 1994)

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Statement (PRS), including NAVSEA Addendum for PTD Requirements dated January 1993, the Provisioning Performance Schedule and the Contract Data Requirements List, DD Form 1423, Exhibit , attached hereto.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipment, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipment and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipment, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipment, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

## HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved

ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

#### HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

#### HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, TBD (insert names of Subcontractor) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

#### HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in their Final Revised Proposal (FPR) dated 21 October 2016 in response to NAVSEA Solicitation No. N00024-16-R-4414.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0016 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as



defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations, which it may have for compliance with the aforesaid regulations.

#### HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

- (a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.
- (b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.
- (c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

#### HQ C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

- (a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item 982-31-002. Contractor personnel are not to interfere with functions of ship's personnel.
- (b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item 982-31-002.

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0021 DRYDOCK CERTIFICATION (NAVSEA) (APR 2015)

The drydocking of all vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009 as invoked by NAVSEA Standard Item 009-01.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

### HQ C-2-0029 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant

Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

In the event the Supervisor directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0033 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992)

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): ALL CLINs, Including options, if exercised

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0044 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

- (a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.
- (b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.
- (c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.
- (d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2015)

- (a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.
- (b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

## CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0047 REMOVALS (NAVSEA) (SEP 1990)

The Contracting Officer may, by written notice to the Contractor, direct removal of any or all of the property from storage. Within the shortest practicable time after receipt of such notice, but in no event more than thirty (30) days thereafter, unless a longer period is agreed to by the parties hereto, the Contractor will dismantle, prepare for shipment and load the item of property affected, on a common carrier at the place of storage in accordance with sound industrial practice and such instructions as the Contracting Officer may issue. The Contracting Officer may, by written notice to the Contractor direct the return of any item of the property removed, and the Contractor shall store the property at the Plant as provided for in Section F. In the event such items are removed and forwarded to a Government depot or to a party other than the Contractor, removal and return to storage of said items shall be at the expense of the Government.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2011)

(a) In order to support commonality and or standardization, variation within systems, sub-systems and components across the fleet must be reduced. When it is necessary for the Contractor to replace equipment (e.g., changes have been made to requirements, systems, sub-systems or components) or where such sub-systems, equipments or components are not available, the Contractor shall select Hull Mechanical and Electrical (HM&E) equipment/components in the following order:

(b) The Virtual Shelf items are to be applied if they meet the contract requirements. The Virtual Shelf is a repository of Total Ownership Cost (TOC) preferred Common designs. NAVSEA Commonality Program identified HM&E equipment/components for the Virtual Shelf that meet cross platform requirements and specifications and provide superior TOC. Information to gain access to the Virtual Shelf is located on the following web site: <http://acc.dau.mil/commonality>.

Some equipment listed on the Virtual Shelf may have supporting commodity contracts. For the Virtual Shelf Items supported by commodity contracts, a supporting commodity contract will appear in the HM&E corridor of the DoD EMall (<https://dod-emall.dla.mil/acct/welcome.action>). These contracts include provisions for direct contractor orders against the contracts. The Contractor will contact the Procuring Contracting Officer (PCO) listed in Section G of this contract and request instructions to register to place orders through the DoD EMall. When Shelf items are available that meet all contract requirements, the Contractor shall design, plan, procure and install according to Shelf guidance. If Shelf items are available and the Contractor intends to use a design other than that on the Shelf, the Contractor shall request a deviation from the Shelf in accordance with CDRL and configuration management procedures specified elsewhere in the contract.

(c) For Contractor Furnished HM&E equipment that meet the contract requirements, have an APL assigned and meet at least one of the following requirements, only a Statement of Prior Submission (SPS) is required. The SPS will be prepared in accordance with NAVSEA Standard Items 009-19.

- (1) Are in use on current ships of the LPD 17 Ship class and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
- (2) Are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
- (3) Have the same form, fit, function of the equipments and components on current ships of the LPD 17 Ship class.

(d) For HM&E equipment that meet the contract requirements and have no assigned APL (non-standard equipment), or for non-standard HM&E equipment, Provisioning Technical Documentation (PTD) shall be submitted in accordance NAVSEA Standard Item 009-19, Provisioning Technical Documentation, and the requirements of the CDRL, Exhibit(s) A, B, and C.

(e) For non-standard HM&E equipment that does not meet the requirements of paragraph (b) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component, 009-41, Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual, and 009-42, Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts and the requirements of CDRL Exhibit(s) A, B, and C.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

- (1) The support contractor not disclose any information;
- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
- (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E

Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

- (a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.
- (b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.
- (c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.
- (d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.
- (e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.



## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

## HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.
- Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

## HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	Government
000502	N/A	N/A	N/A	Government
0006	Destination	Government	Destination	N/A
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7013	Guarantees	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

## Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	09-MAR-2018	1	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	09-MAR-2018	1	N/A FOB: Destination	
0005	09-MAR-2018	1	N/A FOB: Destination	
0006	09-MAR-2018	N/A	N/A FOB: N/A	
0007	09-MAR-2018	1	N/A FOB: Destination	
0008	09-MAR-2018	1	N/A FOB: Destination	
0009	09-MAR-2018	1	N/A FOB: Destination	
0010	09-MAR-2018	1	N/A FOB: Destination	
0011	09-MAR-2018	1	N/A FOB: Destination	
0012	09-MAR-2018	1	N/A FOB: Destination	
0013	09-MAR-2018	1	N/A FOB: Destination	
0014	09-MAR-2018	1	N/A FOB: Destination	
0015	09-MAR-2018	1	N/A FOB: Destination	
0016	09-MAR-2018	1	N/A FOB: Destination	
0017	09-MAR-2018	1	N/A FOB: Destination	
0018	09-MAR-2018	1	N/A	

FOB: Destination

0019 09-MAR-2018

1

N/A

FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages, as described in the table below, per calendar day of delay.

The sum of liquidated damages, across all milestones in the table above, shall not exceed 10% of the awarded price of the Availability, including all Base and Option Items. The sum of liquidated damages, across all milestones in the table below, shall not exceed 10% of the awarded price of the Availability, including all Base and Option Items.

Milestone	Liquidated Damage incurred per Day	Maximum Liquidated Damage associated with each Milestone
TRANSIT SHIP TO NAVSTA*	\$157,772	Up to total maximum liquidated damage

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

\*In regard to the milestone "TRANSIT SHIP TO NAVSTA", if the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, such that their failure delays the completion of work that may be outside of the scope of the Contractor's contract, such as AIT & 3<sup>rd</sup> Party Trade efforts and Government & 3<sup>rd</sup> Party test and trials, and this failure delays the Navy's ability to return the vessel to the fleet at the milestone "TRANSIT SHIP TO NAVSTA" the Contractor shall, in place of actual damages, pay to the Government liquidated damages, as described in the table above, per calendar day of delay.

(End of clause)

HQ F-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## HQ G-2-0002

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: Jamillah Powell, SEA 02443  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE  
WASHINGTON NAVY YARD DC 20376  
Telephone No. 202/781-2040  
Email Address: jamillah.powell@navy.mil

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).



Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice Receiving Report (Combo)

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00024
Admin DoDAAC	N55236
Inspect By DoDAAC	N55236
Ship To Code	N55236
Ship From Code	N/A

Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.  
TBD

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NAVSEA HQ Helpdesk: WAWFHQ@nav.mil or Your local contracting office WAWF POC/Group Administrator (GAM)

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.  
(End of clause)

## Section H - Special Contract Requirements

SUBCONTRACTING REQUIREMENTSMALL BUSINESS SUBCONTRACTING REQUIREMENT

For the purposes of this provision, the small business subcontracting requirement is that prime contractor(s) subcontract to small businesses, for all scheduled CNO availabilities, emergent maintenance, and continuous maintenance efforts completed over the course of the entire period of performance of the contract to the extent that small business subcontracting goal averages twenty percent (20%) annually of direct costs related to production work for the contract, minus the cost of any directed subcontracts. The 20% goal is inclusive of the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns.

Offerors are encouraged to subcontract with small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUB-Zone small businesses. The Offerors should also strive to meet the 20% small business subcontracting goal using the aforementioned subcategories of small businesses to the greatest extent possible. The extent to which the contractor does or does not meet, the small business subcontracting requirements of this provision during actual contract performance, as documented by compliance reports submitted by the Contractor in accordance with Contract Data Requirements List (CDRL) (A001) will be evaluated for Past Performance purposes. The Contracting Officer will validate whether or not the required small business subcontracting goal has been met by evaluating the reports submitted by the prime via the Electronic Subcontracting Reporting System (eSRS).

The Government reserves the right, on a case basis, to deviate from requirements of this clause based on circumstances at time of contract performance.

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### 5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

(a) It is the Government's intention to ensure that, where it is determined that the work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to the initial prime Contractor only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action: (1) defer the work to a repair period after completion of the instant contract; (2) accomplish the work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217 7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial prime Contractor and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than the initial prime Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause.

(b) The offeror shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit the Contractor's facility or any other work site provided by the Contractor at which the ship may be berthed; utilities used aboard the ship or in proximity of the ship in support of the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair Contractor proposes other than a fair and reasonable price. The Contractor shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. The Contractor shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.

(c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interests of the Government.

#### NAVSEA 5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

#### 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES

The specifications of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the NSA for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify NSA within 3 business days of receipt of written notification by the State. After obtaining NSA's approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to the designated representative for completion.

#### 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the

claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

5252.243-9113 OTHER CHANGE PROPOSALS (FT) - ALTERNATE I (JAN 1990)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract price for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract price shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).



5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987

52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7021	Returnable Containers Other Than Cylinders	MAY 1995
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)  
(NAVSEA VARIATION I) (SEP 2009)

(Applicable to CLINs 0007-0019)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

ITEM(S)	LATEST OPTION EXERCISE DATE
(CLINs 0007-0019)	no later than (NLT) 20 days prior to the availability start date.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.aquisition.gov/far> or <http://far.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

[http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm)

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

(a) The Government's acquisition streamlining objectives are to-

- (1) Acquire systems that meet stated performance requirements;
- (2) Avoid over-specification; and
- (3) Ensure that cost-effective requirements are included in future acquisitions.

(b) The Contractor shall-

- (1) Prepare and submit acquisition streamlining recommendations in accordance with the statement of work of this contract; and
- (2) Format and submit the recommendations as prescribed by data requirements on the contract data requirements list of this contract.

(c) The Government has the right to accept, modify, or reject the Contractor's recommendations.

(d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over \$1.5 million, awarded in the performance of this contract.

(End of provision)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.



Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

-----  
Contract line, subline, or exhibit  
line item No.

Item description  
-----  
.....  
-----

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS & ATTACHMENTSDOCUMENTS/EXHIBITS/ATTACHMENTS

The following document(s), exhibit(s), and other attachment(s) also form a part of this solicitation and will form a part of the contract resulting from this solicitation:

No.	Document
Attachment J-1	Specification Package No. TPPC-LPD18-SSSD16-CN01 Erratas 1, 2, 3, 4, 5 and 6.
Attachment J-2	Work Item Plans, Drawings, and Other References Erratas 1, 2, 3, 4, 5 and 6.
Attachment J-3	Execution Milestones and Key Event Dates
Attachment J-4	Pricing Workbook
Attachment J-5	Quality Assurance Surveillance Plan (Attachment 0003)
Attachment J-6	Subcontracting Plan (to be incorporated upon award)

Exhibit A Contract Data Requirements List (CDRL) (DD Form 1423) A001-A003; A005-A009; A011; A012; A014 (Does not include A004, A0010, or A0013)

Exhibit B Contract Data Requirements List (CDRL) (DD Form 1423) B001-B009

Exhibit C Contract Data Requirements List (CDRL) (DD Form 1423) C001-C002